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Before the
Federal Communications Commission
Washington, D.C. 20554

DEC 23 1999

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)	
)	
Amendment to Section 73.202(b))	MM Docket No. 98-218
Table of Allotments)	RM-9388
FM Broadcast Stations)	
(Peterstown, West Virginia))	

To: Chief, Allocations Branch
Mass Media Bureau

**Request By Petitioner for Withdrawal and Cancellation of Proposed
Allocation of Channel 244A at Peterstown, West Virginia**

Comes Now, **Bible Radio Broadcasters** ("Bible"), by Counsel, petitioner for allocation of Channel 244A at Peterstown, West Virginia in the proposed Rule Making captioned above, hereby withdraws its request for, and specifically seeks cancellation of, such Channel allocation. In support thereof, the following is shown:

1. Bible makes this request to resolve conflict with Equus Communications, Inc., ("Equus"), Licensee of Radio Station WREL-FM, Buena Vista, Virginia¹, so as to allow Federal Communications Commission ("FCC") issuance of Equus's pending construction permit and subsequent implementation of such service. Bible and Equus (hereinafter the "Parties") believe that the resources of both parties and the FCC would be better served by the overall settlement of this pending Rule Making matter. With such resolution, Equus can proceed with the implementation of its upgrade, and Bible will be able to research

¹ Equus is currently authorized to operate on Channel 244A and has a construction permit to operate as a Class B-1 facility. Equus has on file a modification of its construction permit, see BPH-981116IF.

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unused channels (both commercial and non-commercial) for potential establishment of a new services at other communities at a future dates which *do not* conflict in any way with Radio Station WREL-FM.

2. In accordance with *Section 1.420(j)* of the Commission's Rules, the parties have attached hereto as *Exhibits 1* and *2*, the Settlement Agreement between the parties, and the Declaration of the parties's principals stating why the Settlement is in the public interest; that said Rule Making request was not made for settlement purposes; and that the settlement is the only agreement between the parties, no other consideration having been paid or promised to be paid, except as set forth therein.

Conclusion

In consideration of the foregoing, **Bible Radio Broadcasters** respectfully requests the **Acceptance** and **Approval** of the Withdrawal and Cancellation of the Proposed Allocation of Channel 244A at Peterstown, West Virginia.

Respectfully Submitted,

Bible Radio Broadcasters

By:  _____
Jerrold Miller, Esquire
Its Counsel

Miller & Miller, P.C.
P.O. Box 33003
Washington, D.C. 20033

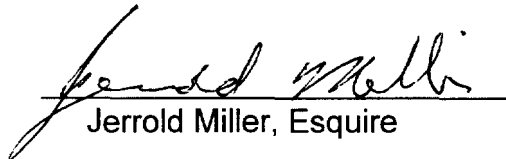
December 20, 1999

Certificate of Service

I, Jerrold Miller, Counsel to **Bible Radio Broadcasters**, do hereby certify that I have on this 2nd day of December, 1999 caused to be mailed by first class mail, postage prepaid, copies of the "Request by Petitioner for Withdrawal and Cancellation of Proposed Allocation of Channel 244A at Peterstown, West Virginia" to the following:

*Robert Hayne, Esquire
Federal Communications Commission
Policy and Rules Division
445 12th Street, S.W.
Room 2-A262
Washington, D.C. 20554

John C. Trent, Esquire
Putbrese Hunsaker & Trent, P.C.
P.O. Box 217
Sterling, VA 20167-0217


Jerrold Miller, Esquire

* By Hand and U.S. Mail

EXHIBIT 1

Settlement Agreement

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made as of the 20th day December, 1999, by and between **BIBLE RADIO BROADCASTERS**, ("Bible"); and **EQUUS COMMUNICATIONS, INC.**, ("Equus") (hereinafter collectively the "Parties").

WITNESSETH:

WHEREAS, Bible has a Petition for Rule Making ("Petition") pending before the Federal Communications Commission (the "FCC") for the allocation of a new FM Channel on 244A at Peterstown, West Virginia (See *Notice of Proposed Rule Making*, DA 98-2435, MM Docket No. 98-218; RM-9388, released December 4, 1998); and

WHEREAS, Equus is currently authorized to operate Radio Station WREL-FM, Buena Vista, Virginia on Channel 244A and has a construction permit to operate as a Class B-1 facility. Equus further has pending before the FCC an application to modify its construction permit (See BPH-981116IF);

WHEREAS, Bible's Petition and Equus's pending modification of construction permit are in conflict; and

WHEREAS, the Parties recognize that it is in the best interests of both of them to avoid the time and expense of continued litigation and thereby to conserve the time and resources of the FCC and the Parties, and that it is in the best interest of the public to avoid delay in implementation of the upgraded broadcast service that would result from further prosecution of these conflicting matters.

NOW THEREFORE, in consideration of their mutual representations and promises stated herein and intending to be bound, the Parties covenant and agree as follows:

1. **FCC Consent.** This Agreement is entered into subject to approval by the FCC or its delegatee, and it shall be void unless the FCC or its delegatee approves it. The Parties shall immediately make good faith efforts to resolve any and all FCC objections in order to obtain prompt approval by the FCC.

2. ***Request for Withdrawal and Cancellation of Rule Making.*** Within five (5) days from the date of execution of this Agreement, Bible agrees to file with the FCC a request for withdrawal and cancellation of its proposed allocation of Channel 244A at Peterstown, West Virginia.

3. ***Consideration.*** In consideration for Bible's entering into this Agreement and the voluntary request for withdrawal and cancellation of the proposed allocation of Channel 244A at Peterstown, West Virginia, and for Bible's agreement not to file further conflicting Rule Making Requests, or applications adversely affecting WREL-FM, Equus shall pay or provide the consideration of *Ten Thousand Dollars (\$10,000.00)* to Bible. This sum represents reimbursement of prudent out-of-pocket expenses in the amount of *\$2,000.00*, and the purchase by Equus from Bible of an advanced Pentium III computer system (hereinafter "computer") with automated set-up programming software valued at *\$8,000.00*. Payment shall be made by Bank Cashier's check or by wired funds, pursuant to written instructions provided by Bible on or before the tenth (10th) business day after the date on which the WREL-FM pending construction permit application (FCC File No. BPH-9811161F) is approved by the FCC. Bible shall furnish to Equus the computer noted above within ten (10) business days of payment of the \$10,000.00 consideration by Equus.

4. ***Obligations of the Parties.*** Bible and Equus shall cooperate with the other in good faith and with the FCC or its delegatee, by expeditiously furnishing to each other and to the FCC or its delegatee, as may be necessary, any additional information which reasonably may be required, and by the doing of all other acts reasonably necessary to effectuate the objectives of this Agreement.

5. ***Notices.*** Any notice required under this Agreement shall be in writing. Any payment, notice or other communication shall be deemed made or given when it is delivered personally, or mailed by certified United States mail, postage prepaid, to the following addresses:

To Equus:

Mr. James L. Putbrese
Radio Stations WREL AM-FM
P.O. Drawer 902
Lexington VA 24450

With a copy to:

John C. Trent, Esquire
Putbrese Hunsaker & Trent, P.C.
P.O. Box 217
Sterling VA 20167-0217

To Bible:

Bible Radio Broadcasters
c/o Jerrold Miller, Esquire
P.O. Box 33003
Washington, D.C. 20033

With a copy to:

Jerrold Miller, Esquire
Miller & Miller, P.C.
P.O. Box 33003
Washington, D.C. 20033

6. ***Remedies Upon Default.*** If either Party defaults under this Agreement, the other Party shall have available to it all remedies to which it is entitled, at law or in equity.

7. ***Waiver.*** Failure of any Party to complain of any act or omission on the part of any other Party in breach of this Agreement, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any rights hereunder. No waiver by any Party at any time, express or implied, or any breach of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a consent to any subsequent breach of the same or other provisions.

8. ***Governing Law.*** This Agreement shall be governed by and construed in accord with the laws of the State of Virginia.

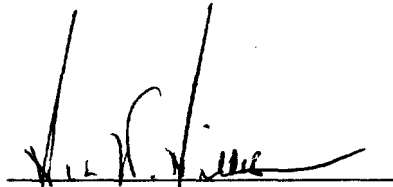
9. ***Benefit.*** This Agreement shall be binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns.

10. ***Entire Agreement.*** This Agreement embodies all the terms of the understandings between the Parties and contains all of the terms and conditions agreed upon with respect to its subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement which are not fully expressed herein. By signing below, the Parties acknowledge that they have read this Agreement and are fully cognizant of these provisions.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, and all so executed shall constitute one Agreement, binding on the Parties, notwithstanding that the Parties are not signatories to the original or the same counterpart.

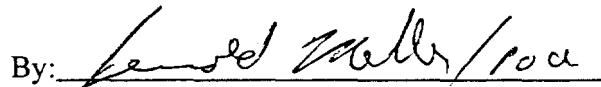
12. **Headings.** The headings of the paragraphs of this Agreement are inserted and for reference purposes only. They in no way define, limit or describe the scope of this Agreement or the intent of any of its provisions.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the year and date first above written.



Witness

BIBLE RADIO BROADCASTERS

By: 
Title: Attorney via POA

EQUUS COMMUNICATIONS, INC.

Witness

By: _____
Title: _____

11. **Counterparts.** This Agreement may be executed in one or more counterparts, and all so executed shall constitute one Agreement, binding on the Parties, notwithstanding that the Parties are not signatories to the original or the same counterpart.

12. **Headings.** The headings of the paragraphs of this Agreement are inserted and for reference purposes only. They in no way define, limit or describe the scope of this Agreement or the intent of any of its provisions.

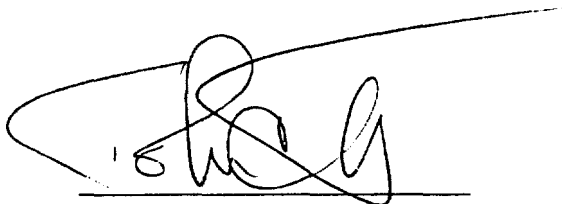
IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the year and date first above written.

BIBLE RADIO BROADCASTERS

Witness

By: _____

Title: _____



Witness

EQUUS COMMUNICATIONS, INC.

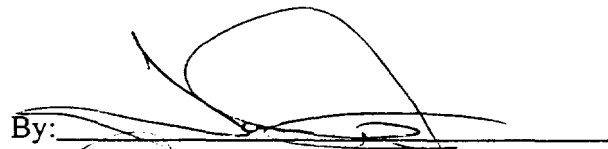

By: _____
Title: President

EXHIBIT 2

Declarations of Parties

DECLARATION

I, Jarrod Miller, state under the penalty of perjury that the following is true and correct to my personal knowledge and belief:

1. I am attorney for owner of Bible Radio Broadcasters, ("Bible"), Petitioner for Rule Making in MM Docket 98-218, in which we propose the establishment of a new FM allocation on Channel 244A at Peterstown, West Virginia.

2. This Rule Making proposal is currently in conflict with an application for modification of construction permit (FCC File No. BPH-981116IF) filed by Equus Communications, Inc., ("Equus"), the Licensee of Radio Station WREL-FM, Buena Vista, Virginia.

3. I have entered into a Settlement Agreement with Equus, in which we agree to withdraw and cancel our Rule Making Petition. This withdrawal will enable Equus's pending construction permit modification application for WREL-FM to proceed forward to FCC authorization.

4. There are no other agreements or promises made between Equus and Bible.

5. Bible's Rule Making Petition was not filed for purpose of reaching or carrying out the Settlement Agreement with Equus.

6. I believe that the approval of this Agreement is in the Public Interest since it will conserve the resources of the FCC and will further implement the upgraded FM service to the Buena Vista/Lexington, Virginia area.

Executed this 20 day of December, 1999.

By: Jarrod Miller
Title: attorney via po

DECLARATION

I, ***James L. Putbrese***, state under the penalty of perjury that the following is true and correct to my personal knowledge and belief:

1. I am President of Equus Communications, Inc., ("Equus") the Licensee of Radio Station WREL-FM, Buena Vista, Virginia.

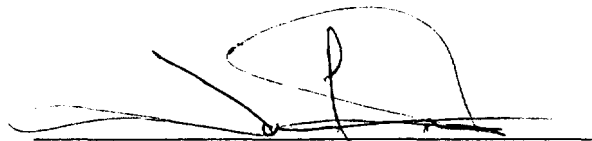
2. My company, Equus, has a construction permit to upgrade WREL-FM from a class A to Class B-1 FM facility. Equus has pending before the FCC a modification of construction permit application (FCC File No. BPH-981116IF) which proposes a change in transmitter site location. This modification is currently in conflict with Bible Radio Broadcasters ("Bible") Petition for Rule Making, which proposes the establishment of a new FM allocation on Channel 244A at Peterstown, West Virginia.

3. I have entered into a Settlement Agreement with Bible, whereby Bible agrees to withdraw and cancel their Rule Making Petition. This withdrawal will allow our pending construction permit modification application for WREL-FM to proceed forward to FCC authorization.

4. There are no other agreements or promises made between Equus and Bible.

5. I believe that the approval of this Agreement is in the Public Interest since it will conserve the resources of the FCC and will further implement the upgraded FM service to the Buena Vista/Lexington, Virginia area.

Executed this 20th day of December, 1999.

A handwritten signature in black ink, appearing to read 'J. Putbrese', is written over a horizontal line.

James L. Putbrese, *President*
Equus Communications, Inc.